

Attachment 5.A.22

TRANSFER PRICING: CANCELLATION OF SCHEDULE/MANUAL

Date: January 26, 1996

To: Darius Brown
140 New Montgomery
5th Floor
San Francisco

This is to inform you that effective: **January 1, 1996**, the following Schedule and/or Manual is cancelled:

Service Name: **Warehousing Services**
Central Office Collocation (DC Power) Services TC-62-039
Record Center Services
Officer Payroll Processing Services
Change Leadership Conference Services
General Officer Mangement Services

They have been cancelled due to: **Legal Restrictions**

There were no services rendered or billed during the duration of this Schedule.

Should you have any questions regarding this action, please give me a call on 510-901-9442.

David Varford

Service Name: Central Office Collocation (DC Power) Services

Schedule No: TC-62-039

Manual No.: 62.03MP

General Administrative Services Agreement

Date Prepared: 1/12/96

between Pacific Bell and Pacific Bell Communications

Page 1 of 2

I. Commencement Date: January 16, 1996

Duration of Schedule: Initial term of one (1) year.

Termination: The canceling party shall provide one hundred eighty (180) days prior written notice to other party.

II. Description: Client equipment collocated in Pacific Bell (PB) central offices (CO) runs on DC power supplied by PB owned power and common equipment. Power plants, standby alternators and associated equipment convert AC power into DC power and provide battery backup for client equipment.

This service also includes CO plant and equipment modifications required for collocation of client equipment, and installation of client dedicated equipment. After the modifications and installations are completed, these expenses will be billed directly through the Custom Work Billing Order (CWBO) system.

III. Prices:

Allocator: The Market Price of \$4.54 per amperage (AMP) of DC power was developed in June 1993. This flat fee per AMP is based upon a modified version of the FCC tariff for Expanded Interconnection Service (Collocation). This price will be adjusted to coincide with any adjustments to the costing methodology of the tariff.

Documents supporting the EIS tariff will be kept on file to form part and parcel of the Schedule. (See Attachment)

Direct Expenses: Preconditioning and CO modifications required for collocation of client equipment.

Investment Intensive: N/A

IV. Ordering/Performance Criteria:

Ordering: The Service is provided on a continuous basis.

Requests for preconditioning or CO modifications will be made in writing and sent to the appropriate PB manager/engineer. A mutually acceptable completion date will be set and agreed to in writing by both companies. If this date is in jeopardy, PB will notify PBIS five (5) days prior to the completion date, and a revised date may be set.

EXPANDED INTERCONNECTION SERVICE

"COLLOCATION"

On February 16, 1993, Pacific Bell filed a tariff with the FCC to offer **EXPANDED INTERCONNECTION SERVICE (EIS)**. EIS is more commonly known as collocation.

The filing was made to comply with FCC Orders issued in October and December of 1992 requiring Tier 1 Local Exchange Carriers (LECs) to offer EIS. The service was filed, in tariff FCC 128, section 16, and is scheduled to become effective on May 17, 1993.

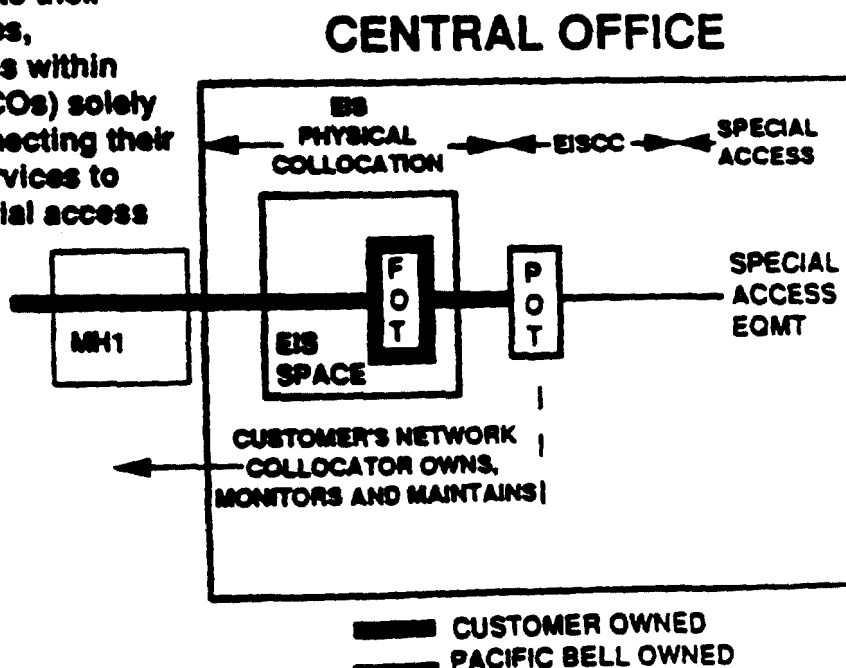
EIS is designed for customers who operate their own fiber optic or microwave networks. The primary customers for EIS will be competitive access providers (CAPs), such as Teleport, and large Interexchange Carriers (IECs).

EIS PHYSICAL COLLOCATION (EIS-PC) allows customers to terminate their fiber optic and, in some cases, microwave transport facilities within Pacific Bell central offices (COs) solely for the purpose of interconnecting their interstate special access services to Pacific Bell's interstate special access services at DS1 or DS3.

The Pacific Telesis policy prohibiting collocation by third parties in central office locations has been modified to allow EIS-PC. Collocation by customers in COs is limited to **EIS-PC customers only**.

EIS-PC provides the customer with a secured, 100 square foot space within the CO where they can install transmission equipment, such as Multiplexors or Fiber Optic Terminals, and terminate their fiber optic cable. Other elements of EIS-PC include DC power with battery back-up and cable space within the CO for routing their fiber optic cable from the first manhole outside the CO to their EIS space.

The customer is responsible for installation, provisioning, maintenance, and repair of its fiber optic cable and equipment. The customer's employees will be issued special collocation identification badges and access cards and will have access to their EIS space. Special security measures will be taken in COs with collocation to ensure the safety of our equipment and employees.



The EIS customer interconnects its interstate special access service to Pacific Bell's at a terminal, or Point of Termination (POT), which is located near their assigned EIS space. A special interconnection, called an EIS CROSS CONNECT (EISCC), is charged to the customer for each DS1 or DS3 interstate special access service they connect with and replaces the normal special access channel termination normally charged at the customer premise.

EIS will initially be offered in 51 COs statewide which have been surveyed for implementation. Additional COs will be surveyed and made available, for EIS, when requested by a customer.

In conjunction with offering EIS, Pacific Bell will be allowed to file new rates for its interstate Special Access DS1 and DS3 services. The new rates will be by zones, reflecting the level of competition with Pacific Bell's services in a wire center (e.g. Pacific Bell will be able to charge less for its special access service in downtown LA where there is strong competition than it charges in areas where there is little or no competition). This will be the first time Pacific Bell has been given pricing flexibility by the FCC.

Collocation represents major changes for Pacific Bell in the way it does business and in the level of competition it faces. As the roll-out of EIS gets closer, the Collocation Project Team will be providing additional information on this service and the impacts it will have on our company.

We would appreciate your sharing this information with your organizations.

For additional information on EIS, contact:

Collocation Project Management

Cathie Shelton	510-823-4987
Dennis Warrington	510-867-5262
Alex Herrera	510-867-5388

RBU Collocation Point of Contact

Bay:	
Jean Jones	510-823-3955

LA:	
Pat McChesney	818-578-3103
Diane Holguin	818-578-4111

North Coast:	
Jesse Camarillo	916-972-2195

Orange/Riverside:	
Lloyd Jacobs	714-575-8244

Sacramento/North:	
Art Fong	916-972-4906

San Diego/Imperial Valley:	
Elizabeth Palmer	629-586-3961

Valley/Central Coast:	
John Marsh	916-972-4800

Industry Market Product Management

Jim Sigel	415-542-3223
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1-800-338

ID: 0159956

Service Name: Central Office Collocation (DC Power) Services

Schedule No: TC-62-039

Manual No.: 62.03MP

General Administrative Services Agreement

Date Prepared: 1/12/96

between Pacific Bell and Pacific Bell Communications

Page 2 of 2

Ten (10) days prior written notice is required to cancel specific service requests. client will be charged for all costs incurred due to cancellation of the requested service.

Performance: Since client's power cabling can support substantial amperage (225 AMPSs), client will be required to report its base usage by taking manual measurements at the Battery Distribution Fuse Bay (BDFB). After establishing the base usage, client will report usage to the Transfer Pricing Administrator (TPA) on a monthly basis. Client will also report additions to its equipment that affect power usage.

V. **Special Terms and Conditions:** No CO modifications may be made without prior written authorization from Pacific Bell.

VI. This Schedule No. TC-62-039 incorporates by reference the provisions of the General Administrative Services Agreement between the parties hereto referenced above.

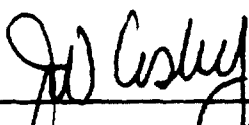
PACIFIC BELL

Approved By:

Print Name:

Title:

Date:


J.W. CROSBY
DIRECTOR
1-15-96

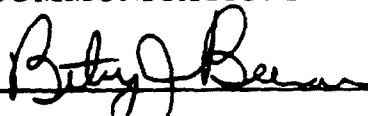
PACIFIC BELL COMMUNICATIONS

Approved By:

Print Name:

Title:

Date:


BETSY J. BERNAR
PRESIDENT
1-18-96

Attachment 5.A.23

Service Name: Internal Telecommunication Services (ITS)

Schedule No: TC-62-044

Manual No.: 62.05

General Administrative Services Agreement

Date Prepared: 1/12/96

between Pacific Bell and Pacific Bell Communications

Page 1 of 2

I. Commencement Date: January 16, 1996

Duration of Schedule: Initial term of one (1) year.

Termination: The canceling party shall provide sixty (60) days prior written notice to other party.

II. Description: Pacific Bell shall provide to those non-tariffed ITS (aka OCS) data communications services as described below:

- Data Consulting
- Order Writing and Processing
- Installation and Maintenance

This Telecommunication service also includes rearrangement of voice service to be provided by ITS within PB buildings where sales employees are collocated.

III. Prices:

Allocator: The ratio of Communication Consultants, Service Representatives and installation force hours on behalf of the client to the total productive installation / maintenance hours incurred for applicable Pacific Bell ITS organizations in the month in which the service is provided, shall be used to allocate the primary expenses.

Direct Expenses: Any cost of equipment provided to the affiliate and/or any expenses directly related to an activity for the contracting party. These may include overtime, mileage, lodging, per diem, etc.

Expenses incurred prior to cancellation of service; including equipment that cannot be readily redeployed to Pacific Bell.

Investment Intensive: N/A

IV. Ordering/Performance Criteria:

Ordering: The Service is provided on request.

The client shall request specific services by calling the PB Project Manager. The PB Project Manager will call the the PB ITS center. These requests will be handled as part of the ITS' regular workload and will be given the same due date interval as other work in progress.

Service Name: Internal Telecommunication Services (ITS)

Schedule No: TC-62-044

Manual No.: 62.05

General Administrative Services Agreement

Date Prepared: 1/12/96

between Pacific Bell and Pacific Bell Communications

Page 2 of 2

V. Special Terms and Conditions: N/A

VI. This Schedule No. TC-62-044 incorporates by reference the provisions of the General Administrative Services Agreement between the parties hereto referenced above.

PACIFIC BELL

Approved By: *R. J. Rowell*

Print Name: R. J. ROWELL

Title: *Finance Manager*

Date: *1/15/96*

PACIFIC BELL COMMUNICATIONS

Approved By: *B. J. Bernard*

Print Name: B. J. BERNARD

Title: PRESIDENT & C.O.O.

Date: *1/18/96*

Attachment 5.A.24

Service Name: Contracting, Engineering and Purchasing Services

Schedule No: TC-64-042

Manual No.: 64.03

General Administrative Services Agreement

Date Prepared: 1/12/96

between Pacific Bell and Pacific Bell Communications

Page 1 of 2

I. Commencement Date: January 16, 1996

Duration of Schedule: Initial term of one (1) year.

Termination: The canceling party shall provide thirty (30) days prior written notice to other party.

II. Description: Contracting Services includes engineering, purchasing and buying of Asset Managing Capital Investments required for client.

Engineering

- Develop, secure signature approval and maintain Engineering "Blue Book" estimates
- Program jobs
- Issue Estimates
- Track job expenditures
- Turn up in PICS for service
- Pay bills
- Issue supplemental Estimates
- Issue Purchase Orders
- Issues Terminating Equipment Orders (TEOs)
- Order Maintenance Requests (MRs)

Purchasing - Buying

- Negotiate and work with Procurement to prepare, execute and monitor contracts for products and materials (Master Agreements & Addendum's to existing contracts)
- Processes requests for vendor products/materials/services and submits purchase orders
- Expedites orders
- Verifies and prepares invoices prior to sending them to Accounting

Purchasing - Order Processing

- Processes purchases orders against established contracts and agreements
- Edits approved requisitions

Purchasing - Expediting/Vendor Contract Administration

- Follows up on purchase orders, delivery contracts, etc.
- Tracks actual versus quoted deliver dates, prices, terms, etc.
- Acts as liaison between user and vendor

Service Name: Contracting, Engineering and Purchasing Services

Schedule No: TC-64-042

Manual No.: 64.03

General Administrative Services Agreement

Date Prepared: 1/12/96

between Pacific Bell and Pacific Bell Communications

Page 2 of 2

Specialized Services

- Specialized services include: Negotiating, preparing, executing and monitoring contracts for materials/services

III. Prices: There are no allocated expenses for this service.

Direct Expenses: These direct expenses will be identified with a tracking code.

- Salaries and wages
- Miscellaneous expenses directly associated with special projects or requests from the client company.

IV. Ordering/Performance Criteria:

Ordering: The Service is provided on request.

The client company can request or cancel an order with a phone call followed with a written notification within 10 days of the phone call.

V. Special Terms and Conditions: N/A

VI. This Schedule No. TC-64-042 incorporates by reference the provisions of the General Administrative Services Agreement between the parties hereto referenced above.

PACIFIC BELL

Approved By:

D. Grimm

Print Name:

D. Grimm

Title:

Director

Date:

1/15/96

PACIFIC BELL COMMUNICATIONS

Approved By:

Betsy J. Berra

Print Name:

BETSY J. BERRA

Title:

PRESIDENT

Date:

1/18/96

Attachment 5.A.25

SERVICE NAME: Employee Under Contract Services

Employee Name: Ken Rovai
Effective Date: 10/16/96

Dept: Quality Billing
Date Prepared: 10/31/96

SCHEDULE NO: PB-01- 001

Service Agreement between Pacific Bell Communications and Pacific Telesis and its Subsidiaries.

Page 1 of 2

I. Commencement Date: October 15, 1996

Duration of Schedule: Initial term of one year, however the duration of the loan may not exceed six (6) months (April 30, 1997).

Termination: The canceling party shall provide written notice to the other party thirty (30) days prior to cancellation.

II. Description:

Pacific Bell Communications Employee Under Contract Services includes payroll related expenses for Employees who are loaned to a client and will be billed at the lower of *Fully Distributed Cost or Market Price*. These employees may be loaned to any organization within Pacific Telesis and its Subsidiaries. Generally loans will be for a short duration and will provide the Employee with unique developmental opportunities. A loaned employee reports to and is dedicated to the work of the client.

III. Prices:

- **Pre-Allocator: NONE**
- **Allocator:**

The number of client days (including partial days over the total days) worked in a month by the loaned Employee. The hours or days involved will be obtained from the "Employee Under Contract Timesheet" report or other payroll documentation.

- **Direct Expenses:**

In addition, other expenses might be negotiated. The expenses are submitted to Pacific Bell Communications for payment and will be billable to Pacific Telesis and/or its subsidiaries. This form must be initialed by the Employee's supervisor within the loaned organization.

IV. Ordering/Performance Criteria

Ordering:

The Service is provided upon request. The form "Employee Under Contract Form" shall be used to initiate the Employee Under Contract Service. The form is completed prior to the beginning of the service. The minimum amount of time that an employee will be contracted for is one day.

Performance:

A "Memorandum of Understanding (MOU)" and an "Employee Under Contract Services Form" is completed prior to the start of the loan. These forms are prepared by Pacific Bell Communications. Both documents will be retained in the Employee's personnel file and a copy sent to the Transfer Pricing Administrator of both the sending and the receiving organizations. The lead time necessary to acquire and to terminate the Employee Under Contract must be determined on a case by case basis by the Telesis or Affiliate Organization receiving the service and Pacific Bell Communications.

The Employee Under Contract Timesheet must be completed by the loaned Employee and signed by his/her immediate superior in the loaned organization and submitted to the Transfer Pricing Administrator and loaned Employee's payroll department within five (5) working days after the end of the pay period.

V. Special Terms and Conditions:

The Schedule No. PB 01-001, incorporates, by reference, the provisions of the Memorandum of Understanding (MOU) between the parties hereto referenced above. Should special terms or conditions be identified with the provision of the Employee Under Contract, then those special circumstances must be stated on a letter.

Pacific Bell Communications:

Pacific Bell:

APPROVED BY: *Susan L. Veilertman*

APPROVED *Denise Fremmoe*

Print Name: SUSAN L. VEILERTMAN

Print Name DENISE FREMME

Title: Director - HC

Title: Director - LC QA/QC

Date: 11-25-96

Date: 12/10/96

Attachment 5.A.26

PACIFIC BELL
Communications
A Pacific Telesis Company

SERVICE NAME: Employee Under Contract Services

Employee Name: Sue Reichert
Effective Date: 10/23/96

Dept: Channels/Telemarketing
Date Prepared: 10/31/96

SCHEDULE NO: PB-01-002

Service Agreement between Pacific Bell Communications and Pacific Telesis and its Subsidiaries.

Page 1 of 2

I. Commencement Date: October 15, 1996

Duration of Schedule: Initial term of one year, however the duration of the loan may not exceed six (6) months (April 30, 1997).

Termination: The canceling party shall provide written notice to the other party thirty (30) days prior to cancellation.

II. Description:

Pacific Bell Communications Employee Under Contract Services includes payroll related expenses for Employees who are loaned to a client and will be billed at the lower of *Fully Distributed Cost or Market Price*. These employees may be loaned to any organization within Pacific Telesis and its Subsidiaries. Generally loans will be for a short duration and will provide the Employee with unique developmental opportunities. A loaned employee reports to and is dedicated to the work of the client.

III. Prices:

- **Pre-Allocator:** NONE
- **Allocator:**

The number of client days (including partial days over the total days) worked in a month by the loaned Employee. The hours or days involved will be obtained from the "Employee Under Contract Timesheet" report or other payroll documentation.

- **Direct Expenses:**

In addition, other expenses might be negotiated. The expenses are submitted to Pacific Bell Communications for payment and will be billable to Pacific Telesis and/or its subsidiaries. This form must be initialed by the Employee's supervisor within the loaned organization.

IV. Ordering/Performance Criteria

Ordering:

The Service is provided upon request. The form "Employee Under Contract Form" shall be used to initiate the Employee Under Contract Service. The form is completed prior to the beginning of the service. The minimum amount of time that an employee will be contracted for is one day.

Performance:

A "Memorandum of Understanding (MOU)" and an "Employee Under Contract Services Form" is completed prior to the start of the loan. These forms are prepared by Pacific Bell Communications. Both documents will be retained in the Employee's personnel file and a copy sent to the Transfer Pricing Administrator of both the sending and the receiving organizations. The lead time necessary to acquire and to terminate the Employee Under Contract must be determined on a case by case basis by the Telesis or Affiliate Organization receiving the service and Pacific Bell Communications.

The Employee Under Contract Timesheet must be completed by the loaned Employee and signed by his/her immediate superior in the loaned organization and submitted to the Transfer Pricing Administrator and loaned Employee's payroll department within five (5) working days after the end of the pay period.

V. Special Terms and Conditions:

The Schedule No. PB 01-001, incorporates, by reference, the provisions of the Memorandum of Understanding (MOU) between the parties hereto referenced above. Should special terms or conditions be identified with the provision of the Employee Under Contract, then those special circumstances must be stated on a letter.

Pacific Bell Communications:

APPROVED BY *[Signature]*

Print Name: S. L. WEIGMAN

Title: Director - HR

Date: 11-25-96

Pacific Bell:

APPROVED *[Signature]*

Print Name CAROL A. LARSEN

Title: Director - Work@Home Resources

Date: 12/2/96

Attachment 5.A.27

SERVICE NAME: Employee Under Contract Services

Employee Name: Helen Pass

Dept: Human Resources-Staffing

Effective Date: 11/1/96

Date Prepared: 11/15/96

SCHEDULE NO: PB-01-003

Service Agreement between Pacific Bell Communications and Pacific Telesis and its Subsidiaries.

Page 1 of 2

I. Commencement Date: October 15, 1996

Duration of Schedule: Initial term of one year, however the duration of the loan may not exceed six (6) months (April 30, 1997).

Termination: The canceling party shall provide written notice to the other party thirty (30) days prior to cancellation.

II. Description:

Pacific Bell Communications Employee Under Contract Services includes payroll related expenses for Employees who are loaned to a client and will be billed at the lower of *Fully Distributed Cost or Market Price*. These employees may be loaned to any organization within Pacific Telesis and its Subsidiaries. Generally loans will be for a short duration and will provide the Employee with unique developmental opportunities. A loaned employee reports to and is dedicated to the work of the client.

III. Prices:

- **Pre-Allocator:** NONE
- **Allocator:**

The number of client days (including partial days over the total days) worked in a month by the loaned Employee. The hours or days involved will be obtained from the "Employee Under Contract Timesheet" report or other payroll documentation.

- **Direct Expenses:**

In addition, other expenses might be negotiated. The expenses are submitted to Pacific Bell Communications for payment and will be billable to Pacific Telesis and/or its subsidiaries. This form must be initialed by the Employee's supervisor within the loaned organization.